

APARTMENT LEASES AND SECURITY DEPOSITS

A lease between a landlord and a tenant is an oral or written contract to rent property. It is difficult to change or break a lease without one side surrendering a sum of money.

Make sure your lease contains:

- The specific address, including apartment # of property.
- The length of the lease
- An explanation of the rent payment procedure, including late penalties and rent increases.
- Which utilities you are responsible for paying.
- The amount of the security deposit.

DO NOT SIGN A LEASE UNTIL ALL BLANKS ARE FILLED IN. BE SURE TO KEEP A COPY OF THE LEASE FOR YOURSELF.

A security deposit is a money which actually belongs to the tenant but is held by the landlord for protection against damages or unpaid rent.

- During the first year of the lease, the amount of a security deposit cannot exceed two (2) months rent.
- At the beginning of the second year of a lease, a landlord cannot retain a security deposit more than one (1) month's rent.
- At the beginning of the third year of a lease, the landlord must put any security deposit over \$100.00 in an interest bearing bank account.
- At the end of the third year of a lease, the landlord must start giving you the interest earned by the account,, minus a 1% fee which the landlord may retain.

Before moving in, make a list of any existing damages and repairs that need to be made. Keep a copy of the list, give a copy to the landlord and attach a copy to the lease. Such records will assure that the security deposit will only be applied to damages for which you are responsible.

To have your security deposit refunded, give the landlord a forwarding address and return the keys to the property. Within 30 days after you move out the landlord must either return the security deposit or send you a list of damages, the cost of repairs and any money remaining from the security deposit.

If the landlord does not provide written list of damages within 30 days, he may not keep any part of the security deposit. You may then:

1. Sue to recover the deposit of the amount security deposit. In this case the landlord can counterclaim for damages to the property.
2. Sue for double the amount of the security deposit. In this case the landlord can counter claim for damages to his property.

If you are experiencing any landlord-tenant problems, contact the Bureau of Consumer Protection.

Office of Attorney General, Consumer Protection Hotline, Toll Free within PA—1-800-441-2555